

BILL NO. S-74-11-46

SPECIAL ORDINANCE NO. S- 190-74

AN ORDINANCE approving a contract with CARRINGTON  
& ASSOCIATES for construction of sidewalks in  
connection with Resolution No. 5648-74

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. The contract dated November 20, 1974, between the City  
of Fort Wayne, by and through its Mayor and the Board of Public Works and  
CARRINGTON & ASSOCIATES, INC. for construction of sidewalks as follows:

On Calhoun Street from the south property line of Sutenfield  
Street to the north property line of Darrow Avenue

for a total cost of \$21,722,35, of which the City will pay approximately \$17,092.35  
and the balance to be paid by property owners, all are more particularly set  
forth on said Contract which is on file in the Office of the Board of Public Works,  
and is by reference incorporated herein, made a part hereof, is hereby in all  
things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and  
after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Miss, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Water Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 11-26-74

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Miss, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~Lost~~) by the following vote:

|             | AYES | <u>9</u> | NAYS | _____ | ABSTAINED | _____ | ABSENT | _____ | to-wit: |
|-------------|------|----------|------|-------|-----------|-------|--------|-------|---------|
| BURNS       |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |
| HINGA       |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |
| KRAUS       |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |
| MOSES       |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |
| NUCKOLS     |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |
| SCHMIDT, D. |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |
| SCHMIDT, V. |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |
| STIER       |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |
| TALARICO    |      | <u>X</u> |      | _____ |           | _____ |        | _____ |         |

DATE: 12-10-74

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 2-190-74 on the 10th day of December, 1974.

ATTEST: (SEAL)  
Charles W. Westerman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 11th day of December, 1974, at the hour of 3:00 o'clock P. M., E.S.T.

Paul A. Piroff  
MAYOR

Bill No. S-74-11-46

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with CARRINGTON & ASSOCIATES for construction of  
sidewalks in connection with Resolution No. 5648-74

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

W.C. Moses Jr

John Nuckols

James Stier

William T Hinga

Vivian G. Schmidt

DATE 12-10-74

CHARLES W. WESSELMAN, CITY CLERK



# THE CITY OF FORT WAYNE

board of public works

September 27, 1974

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board has awarded a number of construction contracts on which the City monies are involved. They are as follows:

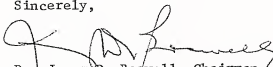
| <u>Resolution</u> | <u>Project</u>                          | <u>Contractor</u>   | <u>Contract Amount</u> | <u>City Cost</u> | <u>Property Owner Costs</u> |
|-------------------|---|---------------------|------------------------|------------------|-----------------------------|
| 5666-74           | Paul Street                             | John Dehner, Inc.   | \$25,219.25            | \$14,494.25      | \$10,725.00                 |
| 5674-74           | Harmer St. Sidewalk                     | A. Grosjean & Son   | 10,933.80              | 9,546.30         | 1,387.50                    |
| 5668-74           | Paulding Rd. Sdw.                       | Robert Houser       | 75,317.20              | 50,427.55        | 24,889.65                   |
| 5667-74           | Council Drive                           | John Dehner, Inc.   | 56,152.44              | 39,346.64        | 16,805.80                   |
| 5664-74           | Vance Ave. Sidewalk                     | Robert Houser       | 2,327.05               | 1,521.55         | 805.50                      |
| 5665-74           | Vance Ave. Sidewalk                     | A. Grosjean & Son   | 8,090.00               | 3,410.00         | 4,680.00                    |
| 864-74            | Reckeweg Rd. Sewer                      | Bercot, Inc.        | 72,720.00              | 4,433.00         | 68,287.00                   |
| 5649-74           | Sidewalk Repair<br>6th District, Sec. C | Carrington & Assoc. | 22,448.85              | 20,152.33        | 2,296.50                    |
| 5648-74           | Sidewalk Repair<br>1st & 5th Districts  |                     |                        |                  |                             |
|                   | Section A                               | Robert Houser       | 49,149.85              | 39,069.85        | 10,080.00                   |
|                   | Section C                               | Robert Houser       | 23,741.60              | 19,557.60        | 4,184.00                    |
|                   | Section E                               | Carrington & Assoc. | 34,900.90              | 28,477.90        | 6,423.00                    |
|                   | Section H                               | Carrington & Assoc. | 21,722.35              | 17,092.35        | 4,630.00                    |
| Purchase Order    | Repairs to Pettit Avenue                | A. Grosjean & Son   | 5,004.60               | 5,004.60         | ---                         |

The Common Council  
September 27, 1974  
Page 2

Due to the short time still available this construction season, the Board respectfully requests "Prior Approval" of these projects so the contractors are at liberty to proceed with as many as can be handled before construction cut-off.

Contracts will be submitted for formal approval when received.

Sincerely,

  
Dr. Jerry D. Boswell, Chairman  
Board of Public Works

JDB:bt

APPROVED

William T. Lingg  
Wendell W. W. R.  
James L. L.

Vivian A. Schmidt John M. Nichols  
Eugene Kraus "  
Samuel J. Talano

MEMBERS OF THE COMMON COUNCIL

# CONTRACT

This Agreement, made and entered into this 20 day of November, 1974

by and between ----- CARRINGTON & ASSOCIATES, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

by construction sidewalks on Calhoun Street from the south property line of Suttentfield Street to the north property line of Darrow Avenue.

by grading and paving the roadway to a width of five feet with

5" Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Contract "H"

~~Contract Resolution No. 5648-1974 and at the following price per lineal foot~~

at the following prices:

|                     |  |      |
|---------------------|--|------|
| Sidewalk Removal    | Three dollars and sixty cents, per square yard     | 3.60 |
| Curbside Walk       | One dollar and forty cents, per square foot        | 1.40 |
| Standard Walk       | One dollar and thirty five cents, per square foot  | 1.35 |
| Curb Removal        | One dollar and seventy five cents, per lineal foot | 1.75 |
| New 6" Capped Curb  | Three dollars and fifty cents, per lineal foot     | 3.50 |
| Seed and Fertilizer | One dollar and thirty cents, per square yard       | 1.30 |
| Dirt Backfill       | Eight dollars and no cents, per ton                | 8.00 |

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5648-74. ("H") the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before June 1, 1974, and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19   until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 16th day of October, 1974

CARRINGTON & ASSOCIATES, INC.

BY: Donald E. Carrington

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through

John A. Blumoff  
Carl E. O'Neal  
Glen S. Smith

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND CONTENT

CITY ATTORNEY



# GUARANTY BOND

Know All Men by These Presents, That we -----

----- CARRINGTON & ASSOCIATES, INC. ----- Contractors

as principal, and FIREMEN'S INSURANCE COMPANY, NEWARK NEW JERSEY -----

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY ONE THOUSAND,

SEVEN HUNDRED TWENTY TWO DOLLARS AND THIRTY FIVE CENTS -----

----- (\$ 21,722.35)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

----- CARRINGTON & ASSOCIATES, INC. -----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

----- Sidewalk ----- Pavement

on ----- Calhoun ----- Street from ----- the south property line of

Suttonfield Street to the north property line of Darrow Avenue.

----- according to certain plans and specifications, and

for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said -----

CARRINGTON & ASSOCIATES, INC. ----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 16th day of October, 1974

FIREMEN'S INSURANCE COMPANY

CARRINGTON & ASSOCIATES, INC. (SEAL)

BY: *Hubert S. Cunningham* (SEAL)

ITS: *President* (SEAL)

*Harley J. Miller*  
Attorney-in-fact

Approved this 29 day of November, 1974

*Carl E. O'Neal*  
*Chas. C. Miller*

Board of Public Works.





# LIABILITY BOND

Know All Men by These Presents, That we -----

-----CARRINGTON & ASSOCIATES, INC.-----

as principal, and FIREMEN'S INSURANCE COMPANY, NEWARK, NEW JERSEY-----

-----

-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY ONE

THOUSAND, SEVEN HUNDRED TWENTY TWO DOLLARS AND THIRTY FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$1,722.35)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 16th day of October, 1974

CARRINGTON & ASSOCIATES, INC. (SEAL)

BY: Quaid S. Carrington (SEAL)

ITS: President (SEAL)

----- (SEAL)

Approved this 20 day of November, 1974

[Signature]

Carl E. O'Neal

[Signature]

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

October 8, 1974

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER, 1974.

in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

| TRADES OR OCCUPATION            | CLASS        | RATE PER HR.        | H&W               | PEN.              | VAC.   | APPR.                     |
|---------------------------------|--------------|---------------------|-------------------|-------------------|--------|---------------------------|
| ASBESTOS WORKER                 | S            | 9.15                | 35c               | 55c               |        |                           |
| BOILERMAKER                     | S            | 9.45                | 50                | 80                |        | 1c                        |
| BRICKLAYER                      | S            | 8.89                | 30                | 25                |        | 1                         |
| CARPENTER                       | S h.w. BLDG. | 8.58<br>8.31        | 40                | 40<br>67          |        | 21.f.-5app.<br>21.f.-4app |
| CEMENT MASON                    | S            | 7.90                | 40                |                   |        |                           |
| ELECTRICIAN                     | S            | 8.90                | 30                | 17+30             |        | 4                         |
| ELEVATOR CONSTRUCTOR            | S            | 8.19                | 39                | 26                | 6 1/2% | 2                         |
| GLAZIER                         | S            | 7.54                | 10                |                   | 15     | 2app<br>29cho14 days      |
| IRON WORKER                     | S            | 9.70                | 55                | 65                |        | 1app<br>21.f.             |
| LABORER                         | S            | 5.60-6.83           | 35                | 30                |        | 7                         |
| LATHER                          | S            | 7.16                |                   | 25                |        | 1app<br>3 i.f.            |
| MILLWRIGHT & PILEDRIVER         | S            | 8.64                |                   | 67                |        | 4app<br>2 i.f.            |
| OPERATING ENGINEER              | S            | SEE ATTACHED SHEET. |                   |                   |        |                           |
| PAINTER                         | S            | 6.76-7.76           | 32                | 25                |        | 5                         |
| PLASTERER                       | S            | 7.59                | 40                |                   |        |                           |
| PLUMBER, STEAMFITTER, GASFITTER | S            | 9.30                | 25                | 35                |        | 7app<br>4 i.f.            |
| MOSAIC & TERRAZZO GRINDER       | S            | 6.35-8.50           |                   |                   |        |                           |
| ROOFER                          | S            | 8.40                |                   | 10                |        |                           |
| SHEETMETAL WORKER               | S            | 9.19                | 35                | 30                |        | 4app<br>9 i.f.            |
| TEAMSTER                        | S            | 5.95-6.95           | bidg 12 h.w. \$14 | bidg 13 h.w. \$14 |        |                           |

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF June, 1974

Wayne T. Kasper  
 REPRESENTING GOVERNOR, STATE OF INDIANA  
 P.A. Leonard, Ch.

RECEIVED

AUG 22 1974

CITY ENGINEERING DEPT.

# BUILDING AGREEMENT

## GROUP I

|  |  |
|--|--|
| Air Compressor (pressuring shafts, tunnels and divers) | Concrete Plant                               |
| Air Tagger   | Concrete Pump                                |
| Auto Patrol  | Crane with all attachments                   |
| Back Filler  | Crane—Electric Overhead                      |
| Back Hoe   | Derrick                                      |
| Boom Cat   | Ditching Machine (18" and over)              |
| Boring Machine   | Dredge                                       |
| Bull Dozer   | Elevators (when hoisting material or tools)  |
| Caisson Drilling Machine                               | Fork Lift (machinery)                        |
| Cherry Picker  | Formless Paver                               |
| Compactor (with dozer blade)                           | Generator (power for welders or compressors) |
| Concrete Mixer (dual drum)                             |  |
| Cradall  | Push Cat                                     |
| Helicopter   | Scoop and Tractor                            |
| Helicopter Winch Operator                              | Scraper—Rubber Tired                         |
| High Lift—Front End Loader                             | Spreader—Tractor Mounted                     |
| Hoist  | Saddle Carrier—Ross Type                     |
| Locomotive   | Sub Base Finish Machine (C.M.I. or similar)  |
| Mechanic on Job Site                                   | Tower Crane                                  |
| Mucking Machine  | Tractor with Backhoe (over ½ yard)           |
| Panel Board Concrete Plant                             | Welder (Craft)                               |
| Pile Driver  |  |

## GROUP I

| Effective Date       | Rate   | H & W | Pension | Training | Gross  |
|----------------------|--------|-------|---------|----------|--------|
| July 26, 1971        | \$7.25 | .25   | .20     | .05      | \$7.75 |
| December 1, 1971     | \$7.65 | .25   | .20     | .05      | \$8.15 |
| June 1, 1972         | \$7.95 | .25   | .30     | .05      | \$8.55 |
| June 1, 1973         | \$8.25 | .30   | .30     | .05      | \$8.90 |
| The December 1, 1973 | \$8.40 | .30   | .30     | .05      | \$9.05 |

## GROUP II

|                                     |  |
|-------------------------------------|--|
| A Frame Truck                       | Head Greaser                                 |
| Batcher Plant (automatic dry batch) | Mechanic In Shop                             |
| Banding Machine—Power Driven        | Mesh Depressor—Mesh Placer                   |
| Bituminous Mixer                    | P.C.C. Concrete Belt Placer                  |
| Bituminous Paver                    | Roller—Asphalt, Stone & Sub Base             |
| Bituminous Plant Engineer           | Sheepsfoot Roller—Self Propelled             |
| Bontman                             | Shop Mule                                    |
| Bull Float                          | Spreader or Base Paver—Self Propelled        |
| Compactor or Tamper—Self Propelled  | Sub Grader                                   |
| Concrete Mixer (21 cu. ft. or over) | Throttle Valve with Air Compressor or Boiler |
| Concrete Spreader—Power Driven      | Tractor with Backhoe (½ yard and under)      |
| Dinky Engine                        | Tractor—High Lift—Farm Type                  |
| Drilling Machine (less than 13")    | Tractor—Industrial Type                      |
| Drilling Machine                    | Tractor with Winch                           |
| Finish Machine & Bull Float         | Well Points                                  |
| Finishing Machine                   | Winch Truck                                  |
| Fireman—Pile Driving and Boilers    |  |
| Fork Lift—Masonry & Material        |  |
| Guniting Machine                    |  |

## GROUP II

| Effective Date       | Rate   | H & W | Pension | Training | Gross  |
|----------------------|--------|-------|---------|----------|--------|
| July 26, 1971        | \$6.45 | .25   | .20     | .05      | \$6.95 |
| December 1, 1971     | \$6.85 | .25   | .20     | .05      | \$7.35 |
| June 1, 1972         | \$7.15 | .25   | .30     | .05      | \$7.75 |
| June 1, 1973         | \$7.45 | .30   | .30     | .05      | \$8.10 |
| The December 1, 1973 | \$7.60 | .30   | .30     | .05      | \$8.25 |

## GROUP III

|                                       |                                   |
|---------------------------------------|-----------------------------------|
| Air Compressor (210 cu. ft. and over) | Minor Equipment Opr. 2, 3, 4 or 5 |
| Bituminous Distributor                | (See Paragraph 46)                |
| Chair Cart                            | Paving Joint Machine              |
| Concrete Curing Machine               | Post Hole Digger                  |
| Concrete Saw                          | Roller—Earth                      |
| Dops Pot—Power Agitated               | Throttle Valve                    |
| Flex Plane                            | Track Jack—Power Driven           |
| Form Grader                           | Tractor—Farm Type                 |
| Hydrohammer                           | Truck Crane Driver                |
| Jacks—Hydraulic—Power Driven          |                                   |

## GROUP III

| Effective Date       | Rate   | H & W | Pension | Training | Gross  |
|----------------------|--------|-------|---------|----------|--------|
| July 26, 1971        | \$5.85 | .25   | .20     | .05      | \$6.35 |
| December 1, 1971     | \$6.25 | .25   | .20     | .05      | \$6.75 |
| June 1, 1972         | \$6.55 | .25   | .30     | .05      | \$7.15 |
| June 1, 1973         | \$6.85 | .30   | .30     | .05      | \$7.50 |
| The December 1, 1973 | \$7.00 | .30   | .30     | .05      | \$7.65 |

## GROUP IV (Minor Classifications)

|  |                 |
|--|-----------------|
| Air Compressor (less than 210 cu. ft.) | Oilier          |
| Concrete Mixer (under 21 cu. ft.)      | Power Broom     |
| Conveyor                               | Pump            |
| Generator                              | Welding Machine |
| Mechanical Heater                      | Helpers         |

## GROUP IV

| Effective Date       | Rate   | H & W | Pension | Training | Gross  |
|----------------------|--------|-------|---------|----------|--------|
| July 26, 1971        | \$5.55 | .25   | .20     | .05      | \$6.05 |
| December 1, 1971     | \$5.95 | .25   | .20     | .05      | \$6.65 |
| June 1, 1972         | \$6.25 | .25   | .30     | .05      | \$7.05 |
| June 1, 1973         | \$6.55 | .30   | .30     | .05      | \$7.30 |
| The December 1, 1973 | \$6.80 | .30   | .30     | .05      | \$7.55 |

The rates of pay for Apprentices are based on a percentage of Group I wage rates established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

|               |     |
|---------------|-----|
| First Period  | 85% |
| Second Period | 90% |
| Third Period  | 95% |
| Fourth Period | 95% |
| Fifth Period  | 95% |
| Sixth Period  | 95% |

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentices Agreement. At no time will the Apprentice rate be less than the pay in Group IV.

Listed below is the Construction Industry Stabilization Committee approved rates for 1974, payable retroactive to January 1, 1974

GROUP I

| Air Compressors in Manifold with throttle valve                 | Rate   | H & W | Pension | Training | Gross  |
|---|--------|-------|---------|----------|--------|
| Assistant Plant Engineer  | \$8.30 | .30   | .30     | .05      | \$8.95 |
| Highlift Shovel—1½ cu. yd. or over                              |        |       |         |          |        |
| Helicopter—Crew   |        |       |         |          |        |
| Hydraulic Boom Truck  |        |       |         |          |        |
| Knacker—Self-Propelled (Self-Chain—Wheel)                       |        |       |         |          |        |
| Locomotive Operator   |        |       |         |          |        |
| Mucking Machine   |        |       |         |          |        |
| Panel Board Concrete Plant                                      |        |       |         |          |        |
| Paver—Heberling (Self-Propelled)                                |        |       |         |          |        |
| Pile Driver—Skid or Crawler                                     |        |       |         |          |        |
| Road Paving Mixer   |        |       |         |          |        |
| Rock Breaking Mixer   |        |       |         |          |        |
| Rock Crushing Plant (Portable)                                  |        |       |         |          |        |
| Roller—Asphalt, Waterbound, Macadam, Bituminous Macadam, Rubber |        |       |         |          |        |
| Roller with Dozer Blade   |        |       |         |          |        |
| Self-propelled Widener  |        |       |         |          |        |
| Stump Remover, Tractor Mounted                                  |        |       |         |          |        |
| Surfing Heater and Planer                                       |        |       |         |          |        |
| Trencher—Additional Tractor (300 per hr. additional)            |        |       |         |          |        |
| Tractor—Boom, Winch or Hoe Head                                 |        |       |         |          |        |
| Tractor—Push  |        |       |         |          |        |
| Tractor with Scoop  |        |       |         |          |        |
| Tractor Mounted Spreader  |        |       |         |          |        |
| Trench Machine (over 24")                                       |        |       |         |          |        |
| Tug Boat Operator   |        |       |         |          |        |
| Well Drilling Machine   |        |       |         |          |        |
| Winch Truck with A Frame  |        |       |         |          |        |

GROUP II

| Air Compressor with Throttle Valve             | Rate   | H & W | Pension | Training | Gross  |
|--|--------|-------|---------|----------|--------|
| Backfiller                                     | \$8.30 | .30   | .30     | .05      | \$8.95 |
| Back Hoe on Farm Type Tractor                  |        |       |         |          |        |
| Bull Front                                     |        |       |         |          |        |
| Chain Picker under 15 ton                      |        |       |         |          |        |
| Chain Picker under (self-propelled)            |        |       |         |          |        |
| Concrete Pump                                  |        |       |         |          |        |
| Concrete Mesh Depressor—Independently operated |        |       |         |          |        |
| Concrete Spreader—Power Driven                 |        |       |         |          |        |
| End Loader under 1½ cu. yd.                    |        |       |         |          |        |
| Finishing Machine—Portable                     |        |       |         |          |        |
| Finishing Machine and Bull Front               |        |       |         |          |        |
| Gravel Processing Plant (portable)             |        |       |         |          |        |

GROUP III

| Assistant Plant Engineer  | Rate   | H & W | Pension | Training | Gross  |
|---|--------|-------|---------|----------|--------|
| Base Paver (Jersey or similar type machines)  | \$7.42 | .30   | .30     | .05      | \$8.07 |
| Concrete Finishing Machine  |        |       |         |          |        |
| Concrete Mixer—less than 21 cu. ft.   |        |       |         |          |        |
| Curb Machine (R.R.)   |        |       |         |          |        |
| Excavator—Including farm tractor with all attachments except backhoe and including high lift and loaders of 1 cu. yd. |        |       |         |          |        |
| Excavator (on boiler)   |        |       |         |          |        |
| Excavator (on tractor)  |        |       |         |          |        |
| Excavator (on tractor) 35 pieces of minor equipment   |        |       |         |          |        |
| Paving Breaker  |        |       |         |          |        |

GROUP IV (Minor Equipment)

| Air Compressor                          | Rate | H & W | Pension | Training | Gross |
|---|------|-------|---------|----------|-------|
| Assistant to Engineer—Other             |      |       |         |          |       |
| Automatic Dry Batch Plant               |      |       |         |          |       |
| Bituminous Distributor                  |      |       |         |          |       |
| Bituminous Patching Tamping             |      |       |         |          |       |
| Belt Spreader                           |      |       |         |          |       |
| Broom & Belt Machine                    |      |       |         |          |       |
| Chair Cart (Self-propelled)             |      |       |         |          |       |
| Coleman Type Screen Conveyor (Portable) |      |       |         |          |       |
| Deck Hand                               |      |       |         |          |       |
| Digger Post Hole (power-driven)         |      |       |         |          |       |
| Fork Lift—Under 10 ton                  |      |       |         |          |       |
| Form Grader                             |      |       |         |          |       |
| Form Tamping (motor driven)             |      |       |         |          |       |
| Generator                               |      |       |         |          |       |
| Greaser Helper                          |      |       |         |          |       |
| Hetherington Driver                     |      |       |         |          |       |
| Hetherington Helper                     |      |       |         |          |       |
| Hydra Seeder                            |      |       |         |          |       |

| Rate   | H & W | Pension | Training | Gross  |
|--------|-------|---------|----------|--------|
| \$6.61 | .30   | .30     | .05      | \$7.26 |

|   |                        |
|---|------------------------|
| The rates of pay for Local 103 Apprentices are based on a percentage of Group I wages rates as established in this Collective Bargaining Agreement. The percentage figures bases on six (6) month periods are as follows: |                        |
| First Period .....70%   | Fourth Period .....85% |
| Second Period .....75%  | Fifth Period .....90%  |
| Third Period .....80%   | Sixth Period .....95%  |

The pay rate of the Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprenticeship Agreement. At no time will the Apprentice rate be less than the pay in Group IV

| CLASSIFICATIONS  | RATE   | H & W | PENS. | A/T | GROSS  |
|--|--------|-------|-------|-----|--------|
| Air Compressor (two or one over 200 cu. ft.)                 | \$6.32 | .30   | .30   | .05 | \$6.97 |
| Angle Inker - Bull Dozer - Bush Dozer                        | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Auto Patrol  | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Back Filler  | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Backhoe  | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Boom Cat   | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Caisson Drilling Machine                                     | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Clamshell  | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Concrete Mixer (Dual Drum)                                   | \$7.45 | .30   | .30   | .05 | \$8.10 |
| Concrete Mixer (21 cu. ft. or over)                          | \$7.15 | .30   | .30   | .05 | \$7.80 |
| Concrete Pump  | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Crane  | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Crane - Electric Overhead                                    | \$7.25 | .30   | .30   | .05 | \$7.90 |
| Derrick  | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Dinky Engine in Tunnel                                       | \$7.25 | .30   | .30   | .05 | \$7.90 |
| Ditching and Trenching Machine                               | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Ditching and Trenching Machine (over 24")                    | \$7.30 | .30   | .30   | .05 | \$7.95 |
| Dragline   | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Dredge   | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Elevators (when used to hoist material)                      | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Fireman  | \$6.42 | .30   | .30   | .05 | \$7.07 |
| Fork Lift  | \$7.25 | .30   | .30   | .05 | \$7.90 |
| Helicopter   | \$8.12 | .30   | .30   | .05 | \$8.77 |
| Hoist  | \$7.30 | .30   | .30   | .05 | \$7.95 |
| Locomotive   | \$7.25 | .30   | .30   | .05 | \$7.90 |
| Mechanic on Job Site   | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Pile Driver  | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Power Blade  | \$6.85 | .30   | .30   | .05 | \$7.50 |
| Pumps (2, 3 or 4)  | \$6.32 | .30   | .30   | .05 | \$6.97 |
| Rollers on Earth   | \$6.37 | .30   | .30   | .05 | \$7.02 |
| Rollers on Stone, Blacktop or Brick                          | \$7.10 | .30   | .30   | .05 | \$7.75 |
| Ross Carrier   | \$6.90 | .30   | .30   | .05 | \$7.55 |
| Scoop  | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Shovel   | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Throttle Valve   | \$6.70 | .30   | .30   | .05 | \$7.35 |
| * Tournapull (or similar)                                    | \$7.30 | .30   | .30   | .05 | \$7.95 |
| Track Jack   | \$6.22 | .30   | .30   | .05 | \$6.87 |
| Tower Crane  | \$7.40 | .30   | .30   | .05 | \$8.05 |
| Tractor  | \$6.32 | .30   | .30   | .05 | \$6.97 |
| Tractor - Farm with attachments (Fordson or comparable size) | \$6.90 | .30   | .30   | .05 | \$7.55 |
| Tractor - Farm type-Backhoe over 3/8 yd.                     | \$7.20 | .30   | .30   | .05 | \$7.85 |
| Tractor with Winch   | \$7.25 | .30   | .30   | .05 | \$7.90 |
| Tractor Shovel   | \$7.30 | .30   | .30   | .05 | \$7.95 |
| Welding Machines (2, 3 or 4)                                 | \$6.32 | .30   | .30   | .05 | \$6.97 |
| Well Point System  | \$6.70 | .30   | .30   | .05 | \$7.35 |
| Boatman  | \$6.90 | .30   | .30   | .05 | \$7.55 |

NOTE: 25¢ per hour shall be paid for each additional machine covered by an employee

\* Tournapull or similar type equipment with multiple units shall be paid 25¢ per hour extra for each additional unit.

All employees working in enclosed underground (caverns) work shall be paid 50¢ per hour over and above the regular wage rate for all classifications and this shall become the base rate for all such work for full shift. All shifts shall start and end above ground.

| MINOR CLASSIFICATIONS                  | RATE   | H & W | PENS. | A/T | GROSS  |
|--|--------|-------|-------|-----|--------|
| Air Compressor (less than 200 cu. ft.) | \$5.92 | .30   | .30   | .05 | \$6.57 |
| Concrete Mixer (under 21 cu. ft.)      | \$6.07 | .30   | .30   | .05 | \$6.72 |
| Conveyor                               | \$6.07 | .30   | .30   | .05 | \$6.72 |
| Pump (over 2")                         | \$5.92 | .30   | .30   | .05 | \$6.57 |
| Welding Machine                        | \$5.92 | .30   | .30   | .05 | \$6.57 |
| Oilers and Greasers                    | \$5.92 | .30   | .30   | .05 | \$6.57 |
| Truck Crane Driver                     | \$6.17 | .30   | .30   | .05 | \$6.82 |

The rates of pay for Apprentices are based on a percentage of the Crane Operators wage rate as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

|                             |                             |
|-----------------------------|-----------------------------|
| First Period . . . . . 70%  | Fourth Period . . . . . 85% |
| Second Period . . . . . 75% | Fifth Period . . . . . 90%  |
| Third Period . . . . . 80%  | Sixth Period . . . . . 95%  |

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay of an Oiler.



DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This Ordinance is in reference to Contract "H" of Resolution 5648-74 with Carrington & Associates in amount of \$21,722.35 for sidewalk repairs in one area of the First & Fifth Districts.

Property owners shall pay approximately \$4,630.00 with the City paying \$17,092.35.

SEE PRIOR APPROVAL ATTACHED

EFFECT OF PASSAGE Upgrade of deteriorated sidewalks.

EFFECT OF NON-PASSAGE Failure to provide improvements promised from Revenue

Sharing monies.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City is approximately \$17,092.35.

ASSIGNED TO COMMITTEE Public Works